

EXHIBIT N

REMEDIAL WORK PERIOD INSURANCE POLICY

**PENNSYLVANIA CONTRACTORS INSURANCE COMPANY
FIRST FLOOR, NORTH WING, HIBISCUS SQUARE
POND STREET, GRAND TURK
TURKS AND CAICOS ISLANDS
BRITISH WEST INDIES**

POLICY NO.: 97-003

INSURED: CCI Construction Company, Inc.

BUSINESS ADDRESS: P.O. Box 1129, Mechanicsburg, PA 17055-1129

COVERAGE: LOSS UNDER DESIGNATED CONTRACTS

JOB# AND CONTRACT: 43900 Mahanoy Prison

CONTRACT AMOUNT: \$10,066,600 **PREMIUM:** \$166,099

EFFECTIVE DATE: 04/01/97 **TIME:** 12:01 a.m.

POLICY LIMIT OF LIABILITY: \$10,066,600

ISSUE DATE: 03/11/98

I. INSURING CLAUSE

In consideration of the payment of the premium and subject to all of the terms and conditions of this POLICY, Pennsylvania Contractors Insurance Company (or its successor corporation) (the "INSURANCE COMPANY") agrees to reimburse the INSURED for all COSTS reasonably incurred in fulfilling its legally binding obligations under each DESIGNATED CONTRACT, as defined in Section II, VALIDLY ISSUED by the INSURED during the POLICY TERM, in accordance with the terms and conditions of such DESIGNATED CONTRACT. In the event such COSTS are incurred by the INSURED's performance of remedial work services pursuant to such obligations, the reimbursement of those COSTS shall be made directly to the INSURED and in the event such COSTS are incurred by another party's performance of remedial work services pursuant to such obligations, the reimbursement may be made, on behalf of the INSURED, directly to such other party upon authorization of the INSURED subject to prior remedial work authorization as provided in Section V.

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II. DEFINITIONS

1. COSTS

The ordinary and customary charge for the type of services performed, in the geographical area where the remedial work services are performed, provided that if such services are performed by the INSURED, the charge shall not exceed the following amounts:

- a. Materials. The percentage of the actual COST to the INSURED of the materials used.
- b. Labor. The product of (i) the number of labor hours spent, multiplied by (ii) the retail time hourly rate.
- c. Rental. The rental charge ordinarily billed by the INSURED for such rentals.
- d. Other. Legal fees, consulting fees, engineering fees, and travel expenses directly related to the remedial work services of a DESIGNATED CONTRACT.

2. DESIGNATED CONTRACT

The contract for Construction, including the Agreement between Owner and Contractor, the General Conditions of the Contract for Construction and such other agreements and modifications as may be agreed upon by the Owner and Contractor in the form attached to this POLICY as Schedule A or such other form as the INSURANCE COMPANY may approve, in writing, pursuant to Paragraph X of this POLICY.

3. DESIGNATED CONTRACT HOLDER

A person, organization, or corporation which has entered into a DESIGNATED CONTRACT with the INSURED during the POLICY TERM (or the authorized transferee of such party as may be provided in the DESIGNATED CONTRACT).

4. DESIGNATED CONTRACT PREMIUM

The amount attributable to any given DESIGNATED CONTRACT, as determined in accordance with Schedule B attached to this POLICY or such other table as the INSURANCE COMPANY may from time to time substitute, in writing, pursuant to Paragraph X of this POLICY.

IV. PROOF OF LOSS

1. The INSURED shall give written Proof of LOSS to the INSURANCE COMPANY within thirty (30) days (i) after each remedial work repair made by the INSURED pursuant to the terms and conditions of any DESIGNATED CONTRACT VALIDLY ISSUED by the INSURED during the POLICY TERM, (ii) after each receipt by the INSURED of sworn proof by a DESIGNATED CONTRACT HOLDER of remedial work done by another party for which the INSURED is liable to the DESIGNATED CONTRACT HOLDER pursuant to the terms and conditions of any DESIGNATED CONTRACT VALIDLY ISSUED by the INSURED during the POLICY TERM, and after each receipt by the INSURED of evidence of remedial work done in accordance with the INSURED's instructions and pursuant to the terms and conditions of any DESIGNATED CONTRACT VALIDLY ISSUED by the INSURED during the Policy Term. The Insurance Company shall have no liability or obligation to reimburse the INSURED for any LOSS if proof of such LOSS is not given within the foregoing period, unless the INSURED shall show to the reasonable satisfaction of the Insurance Company that it was not reasonably possible to give Proof of LOSS within such period and that Proof of LOSS was given as soon as was reasonably possible, and INSURANCE company's rights are not prejudiced by delay.
2. Proof of LOSS shall be given on forms furnished by the INSURANCE COMPANY unless the INSURANCE COMPANY shall have failed to furnish such forms within thirty (30) days after receiving a written request for such forms from the INSURED. All Proofs of LOSS shall include a full description of the nature and extent of the LOSS and shall include all other details of the LOSS entering into the determination of the amount payable by the INSURANCE COMPANY. Upon receipt of the INSURED's Proof of LOSS, the INSURANCE COMPANY may require the INSURED to submit, as often as may reasonably be requested by the INSURANCE COMPANY, to examination under oath by any person named by the INSURANCE COMPANY.

V. AUTHORIZATION OF PERFORMANCE OF SERVICES

1. The INSURED agrees that prior to performing any remedial work repair services pursuant to its obligations under a DESIGNATED CONTRACT VALIDLY ISSUED during the POLICY TERM, it shall notify, and shall request authorization therefor from, the INSURANCE COMPANY. Such notice (and request) shall be made by telephone and in making such notification (and request) the INSURED shall provide the INSURANCE COMPANY with information sufficient for it to determine whether such repair is covered under the terms and conditions of such DESIGNATED CONTRACT and with the INSURED's estimate of the COSTS to be incurred in making such repair. As soon as practical after being so notified, the INSURANCE COMPANY will determine whether the proposed repair is covered under the terms and conditions of such DESIGNATED

CONTRACT and whether the INSURED's estimate of the COSTS is reasonable, and, if so, will immediately grant its authorization, therefor by telephone.

2. The INSURED agrees that if it is unable or unwilling to perform any remedial work repair services pursuant to its obligations under a DESIGNATED CONTRACT, or if under the circumstances it would be impractical for the INSURED to perform such services, it shall immediately notify the INSURANCE COMPANY by telephone and will provide the INSURANCE COMPANY with information sufficient for it: (i) to determine whether such proposed repair is covered under the terms and conditions of the DESIGNATED CONTRACT, and (ii) to designate another party to perform such repair. As soon as practical after being notified, the INSURANCE COMPANY will determine whether the proposed repair is covered under the terms and conditions of the DESIGNATED CONTRACT and, if so, will (i) immediately grant its authorization therefor by telephone, and (ii) designate an Authorized Repair Facility to perform those services.
3. The INSURANCE COMPANY shall have no liability or obligation to reimburse the INSURED for any COSTS incurred by the INSURED's performance of remedial work repair services which were not authorized in accordance with this Paragraph V or for any COSTS incurred by another party's performance of remedial work repair services pursuant to the INSURED's obligations under a DESIGNATED CONTRACT if the performance of such services by such other party was not authorized in accordance with this Paragraph V.

Notwithstanding any provision to the contrary, INSURANCE COMPANY shall be liable and obligated to reimburse for any authorized repairs if and only if the DESIGNATED CONTRACT is VALIDLY ISSUED. INSURED shall be liable for and shall hold INSURANCE COMPANY harmless for any authorized repairs under a DESIGNATED CONTRACT with has not been VALIDLY ISSUED.

VI. NO BENEFIT TO THIRD PARTIES

The insurance afforded by this POLICY is solely for the benefit of the INSURED (or assignee or transferee as provided in Paragraph VII), and in no circumstances shall any person or entity other than the INSURED (or such assignee or transferee) have any rights or be entitled to any benefits under this POLICY.

VII. ASSIGNMENT

This POLICY may not be assigned or transferred by the INSURED, including an assignment or transfer by operation of law, without the written consent of the INSURANCE COMPANY, which consent shall not be unreasonably withheld by the INSURANCE COMPANY. The INSURANCE COMPANY shall have no liability or obligation under this POLICY to either the INSURED or any other person or entity arising after an attempted assignment or transfer of this POLICY unless and until the INSURANCE COMPANY consents in writing to such assignment or transfer.

VIII. CHANGES

Notice to its authorized representative or to any other agent or representative of the INSURANCE COMPANY or knowledge possessed by any such agent or representative or by an other person shall not effect a waiver or change in any part of this POLICY or prevent the INSURANCE COMPANY from asserting any right under the terms of this POLICY; nor shall the terms of this POLICY be waived or changed, except by written supplement or endorsement issued to form a part of this POLICY.

IX. CANCELLATION AND TERMINATION

1. Cancellation by the INSURANCE COMPANY

The INSURANCE COMPANY has the right to cancel this POLICY at any time: (a) without cause, by giving ninety (90) days written notice to the INSURED (stating when thereafter the cancellation shall be effective), or (b) for any of the following reasons, by giving thirty (30) days written notice to the INSURED (stating when thereafter the cancellation shall be effective): (i) for failure to pay the DESIGNATED CONTRACT PREMIUM attributable to any DESIGNATED CONTRACT in accordance with Paragraph III (2) of this POLICY, (ii) in the event of any fraudulent act of the INSURED, or (iii) in the event of the INSURED's violation of any of the terms and conditions of this POLICY, and (c) if required to do so by any regulatory authority, by giving written notice to the INSURED stating that the cancellation shall be effective on the earliest date permitted by such authority).

2. Cancellation by the INSURED

The INSURED has the right to cancel this POLICY at any time by giving thirty (30) days written notice to the INSURANCE COMPANY (stating when thereafter the cancellation shall be effective).

3. Termination

This POLICY shall automatically terminate upon the sale or other change in control of the INSURED's construction business, unless this POLICY is assigned or transferred as provided in Section VII.

4. Effect of Cancellation or Termination

Neither the cancellation of this POLICY by either party nor the termination of this POLICY shall affect the duties or rights of the INSURED or the INSURANCE COMPANY, as to DESIGNATED CONTRACTS VALIDLY ISSUED before the effective date of such cancellation or termination. It is expressly understood (i) that the INSURED shall deliver to the INSURANCE COMPANY the DESIGNATED CONTRACT PREMIUM attributable to each DESIGNATED CONTRACT VALIDLY ISSUED by it prior to the effective date of cancellation or termination, and (ii) that except as otherwise provided in Paragraph III (3) of the POLICY the INSURANCE COMPANY shall not be obligated to return to the INSURED the DESIGNATED CONTRACT PREMIUM attributable to any DESIGNATED CONTRACT VALIDLY ISSUED by the INSURED prior to the effective date of cancellation or termination.

X. SUBSTITUTIONS

1. Substitution

At any time during the POLICY TERM, the INSURANCE COMPANY, by giving written notice of the substitutions (together with a copy of the new Schedule(s)) to the INSURED, (i) may substitute as the DESIGNATED CONTRACT a new form of construction contract for the form of construction contract attached to this POLICY as Schedule A, and (ii) may substitute a new table for determining the DESIGNATED CONTRACT PREMIUMS for the table then attached to this POLICY as Schedule B. Such substitutions shall become effective immediately upon the INSURED's receipt of such notice or at such other time as the INSURANCE COMPANY may specify therein.

2. Effect of Substitution

Neither the substitution of remedial work repair service agreement nor the substitution of a new table for determining the DESIGNATED CONTRACT PREMIUMS pursuant to Paragraph X (1) shall affect the duties or rights of the INSURED or the INSURANCE COMPANY as to DESIGNATED CONTRACTS VALIDLY ISSUED before such substitution. It is expressly understood (i) that the DESIGNATED CONTRACT PREMIUMS delivered to the INSURANCE COMPANY by the INSURED shall be determined in

accordance with the table attached to this POLICY as Schedule B on the date of issuance of the corresponding DESIGNATED CONTRACTS, and (ii) that the liabilities and obligations of the INSURANCE COMPANY with respect to each DESIGNATED CONTRACT VALIDLY ISSUED by the INSURED shall not in any manner be enlarged, limited, or otherwise affected by the substitution of a new form of DESIGNATED CONTRACT subsequent to each issuance.

XI. INSPECTION AND EXAMINATION

In order to verify the information set forth in any Proof of LOSS submitted by the INSURED or made by the INSURED in any examination made pursuant to Paragraph IV (2) of this POLICY, the INSURANCE COMPANY shall be permitted to inspect and examine the INSURED's premises, books, and records (insofar as such books and records relate to the premium basis or the subject matter of this insurance) at any time during the POLICY TERM and any extension thereof and within one (1) year after the expiration of all DESIGNATED CONTRACTS VALIDLY ISSUED during the POLICY TERM.

XII. RECOVERIES

Upon payment of any LOSS by the INSURANCE COMPANY, amounts recovered by the INSURED for which the INSURED has been reimbursed by such payment of LOSS shall belong to, and be paid by the INSURED to, the INSURANCE COMPANY, up to the total amount paid by the INSURANCE COMPANY for such LOSS.

XIII. SUBROGATION

Upon payment of any LOSS by the INSURANCE COMPANY, the INSURANCE COMPANY shall be subrogated to all of the INSURED's rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever is necessary, to secure such rights. The INSURED shall do nothing after such LOSS to prejudice such rights.

XIV. APPLICABILITY AND EXCLUSIONS

1. This POLICY shall be of no force of effect, and the INSURANCE COMPANY shall have no liability or obligation to the INSURED, other than with respect to the INSURED's legal obligations under DESIGNATED CONTRACTS VALIDLY ISSUED by it during the POLICY TERM and with respect to which the INSURED has paid the applicable DESIGNATED CONTRACT PREMIUM.
2. This POLICY is not applicable, and imposes no liability or obligation whatsoever on the INSURANCE COMPANY, with respect to (a) any DESIGNATED CONTRACT for which the INSURANCE COMPANY has not received the applicable DESIGNATED CONTRACT PREMIUM; (b) any obligation of the INSURED under any DESIGNATED CONTRACT which contains any false or misleading material statement concerning the DESIGNATED CONTRACT HOLDER, or the agreement period of the DESIGNATED CONTRACT; (c) any fraudulent, dishonest, or criminal act by the INSURED, a partner therein, or any officer, employee, director, trustee, or agent thereof, while working or otherwise and whether acting alone or in collusion with others (which such fraudulent acts shall include, without limitation, issuance of a DESIGNATED CONTRACT which such person believes, or has reason to believe, is likely to have a remedial work repair covered by such DESIGNATED CONTRACT); (d) any liability assumed by the INSURED under any contract or agreement other than the DESIGNATED CONTRACT or under any modification, amendment or waiver of any term or condition of a DESIGNATED CONTRACT not expressly approved in writing by the INSURANCE COMPANY; and (e) any repairs made, or costs incurred by, the INSURED for which it is not liable to a DESIGNATED CONTRACT HOLDER pursuant to the terms and conditions of a DESIGNATED CONTRACT VALIDLY ISSUED during the POLICY TERM.

XV. GIVING OF NOTICE

All notices, Proofs of LOSS, and submissions of DESIGNATED CONTRACTS under this POLICY shall be deemed to be given: (a) to the INSURANCE COMPANY, upon deposit in the U.S. mails, certified and postage prepaid, addressed to the INSURANCE COMPANY, at the INSURANCE COMPANY's principal office, or (b) to the INSURED, upon deposit in the U.S. mails, certified and postage prepaid, addressed to the INSURED at the address set forth in the Application or such other address as may be delivered in writing to the INSURANCE COMPANY.

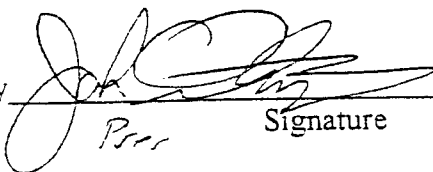
XVI. DECLARATIONS

By acceptance of this POLICY, the INSURED agrees that the statements in the Application are the INSURED's agreements and representations, that this POLICY is issued in reliance upon the truth of such representations, and that this POLICY embodies all agreements and understandings existing between the INSURED and the INSURANCE COMPANY relating to the subject of this POLICY and agrees that it may not rely on any statements or representations relating to the terms and conditions of this POLICY made by any other party (whether or not purporting to act of behalf of the INSURANCE COMPANY) other than those statements and representations set forth in this POLICY.

IN WITNESS WHEREOF, the INSURANCE COMPANY has caused this POLICY to be executed and attested; but this POLICY shall not be valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY.

PENNSYLVANIA CONTRACTORS INSURANCE
COMPANY

Date 3/11/98

By  Signature
Per